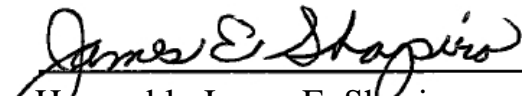


IT IS HEREBY ORDERED
AS DESCRIBED BELOW.

DATED: November 21, 2011




Honorable James E. Shapiro
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In re:

Todd A. Brunner and
Sharon Y. Brunner,

Debtors.

Case No. 11-29064

Chapter 11

**AGREED TO ORDER ON DEBTORS' USE OF CASH COLLATERAL OF
LAYTON STATE BANK**

The Debtors and Layton State Bank ("LSB") have agreed to this Order permitting Debtors to use the cash collateral of LSB, and the Court being otherwise fully advised in the premises,

HEREBY ORDERS:

1. Prior Order. This Order replaces the Agreed to Order on Debtor's use of Cash Collateral of Layton State Bank dated October 7, 2011 in its entirety, and such prior Order is null and void as of its entry and does not authorize any use of LSB's cash collateral.

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e-mail: jgoodman@ameritech.net

2. Use of Cash Collateral. The Debtors may use the cash collateral of LSB in the ordinary course of business for the items identified on the budget that is attached hereto as Exhibit "1".

3. Security Interest. LSB shall have a replacement security interest on its collateral of assets of the Debtors to the extent that its security interests may have existed immediately prior to the filing of the Petition herein, provided, however, that such replacement lien shall not extend to any avoidance actions (or the proceeds thereof) pursuant to Chapter 5 of Title 11 United States Code.

4. On or before the fifteenth (15th) day of the month during the term of this Order, the Debtors shall pay LSB the greater of: a) Eleven Thousand (\$11,000.00) Dollars; or, b) Debtor's cash from LSB's cash collateral in its possession that exceeds the amount of expenses identified in Exhibit 1. Such payments shall be applied by LSB to the Debtors' obligations as it may determine.

5. Within five (5) days of the date of the rendering of this Order, the Debtor shall pay Twenty Three Thousand (\$23,000.00) as adequate protection for the period from July 14, 2011 through September 30, 2011.

6. In the event that the Debtors fail to timely make any payment required herein (timely being no later than the prescribed date, unless the date is on a weekend or holiday, in which event the first business day thereafter shall be the due date) this Order authorizing the use of cash collateral shall cease

7. This Cash Collateral Order shall be a permanent Order and shall terminate, unless there is an earlier default, on the earlier to occur of the effective date of a Plan of Reorganization, or the date of dismissal or conversion of this case to one under Chapter 7 of Title 11 United States Code.

8. The Debtors shall maintain fire, extended casualty, and liability insurance on all real and personal property secured by LSB, pursuant to the prior orders of the Court, as the same may be modified from time to time.

9. This Agreed to Order is the result of a negotiation and compromise and its entry is not to be construed against either party with respect to any issue other than the subject matter hereof.

10. This Agreed to Order does not authorize use of cash collateral of, or otherwise determine the rights of the parties regarding the properties at 3335-3337 North 45th Street, 4977-4977A North 46th Street, or 2760-2762 North 50th Street, Milwaukee, WI.

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Approved as to form:



Daniel J. Habeck, attorney for Layton State Bank
Cramer, Multhauf & Hammes LLP
Dated: November 18, 2011

LENDER	BUILDING #	STREET NAME	CITY/TOWN	RENT	MGNT FEE	WATER / SEWER	ESTIMATED REPAIRS	NET FIGURE	2010 taxes	
									annual	month
LSB	W160 N9506	Chippewa Dr	Meno. Falls	\$1,165.00	\$58.25	\$45.00	\$55.00	\$1,006.75	\$3,725.00	\$310.42
LSB	2618 South	Clement Ave	Milwaukee	\$1,045.00	\$52.25	\$45.00	\$55.00	\$892.75	\$4,434.00	\$369.50
LSB	W301 N9466	CTH E	Merton	\$850.00	\$42.50	\$45.00	\$55.00	\$707.50	\$1,702.00	\$141.83
LSB	3848 West	Kiley Avenue	Milwaukee	\$1,200.00	\$60.00	\$45.00	\$55.00	\$1,040.00	\$3,975.00	\$331.25
LSB	6508 North	Landers Street	Milwaukee	\$875.00	\$43.75	\$45.00	\$55.00	\$731.25	\$3,260.00	\$271.67
LSB	4144 North	Larkin Street	Shorewood	\$1,495.00	\$74.75	\$45.00	\$55.00	\$1,320.25	\$6,210.00	\$517.50
LSB	2320 South	Lombardy Lane	New Berlin	\$1,400.00	\$70.00	\$45.00	\$55.00	\$1,230.00	\$3,492.00	\$291.00
LSB	6204 West	Nash Street	Milwaukee	\$725.00	\$36.25	\$45.00	\$55.00	\$588.75	\$1,810.00	\$150.83
LSB	2009	Northview Road	Waukesha	\$1,000.00	\$50.00	\$45.00	\$55.00	\$850.00	\$4,383.00	\$365.25
LSB	3860 East	Plankinton	Cudahy	\$595.00	\$29.75	\$90.00	\$85.00	\$390.25	\$2,650.00	\$220.83
LSB	3860-A East	Plankinton	Cudahy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,650.00	\$220.83
LSB	W334 S5418	Red Fox Way	North Prairie	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LSB	5434 West	Sheridan Ave	Milwaukee	\$800.00	\$40.00	\$45.00	\$55.00	\$660.00	\$1,964.00	\$163.67
LSB	19424 West	Terrace Drive	New Berlin	\$1,465.00	\$73.25	\$45.00	\$55.00	\$1,291.75	\$3,382.00	\$281.83
LSB	2861 North	36th Street	Milwaukee	\$800.00	\$40.00	\$45.00	\$55.00	\$660.00	\$2,857.00	\$238.08
LSB	3731 North	36th Street	Milwaukee	\$765.00	\$38.25	\$45.00	\$55.00	\$626.75	\$3,737.00	\$311.42
LSB	6043 North	38th Street	Milwaukee	\$750.00	\$37.50	\$45.00	\$55.00	\$612.50	\$3,051.00	\$254.25
LSB	4215 North	39th Street	Milwaukee	\$775.00	\$38.75	\$45.00	\$55.00	\$636.25	\$2,410.00	\$200.83
LSB	5753 North	42nd Street	Milwaukee	\$700.00	\$35.00	\$45.00	\$55.00	\$565.00	\$4,753.00	\$396.08
LSB	3518 North	63rd Street	Milwaukee	\$765.00	\$38.25	\$45.00	\$55.00	\$626.75	\$2,538.00	\$211.50
LSB	5125 North	64th Street	Milwaukee	\$735.00	\$36.75	\$45.00	\$55.00	\$598.25	\$3,380.00	\$281.67
LSB	5643 North	66th Street	Milwaukee	\$850.00	\$42.50	\$45.00	\$55.00	\$707.50	\$2,576.00	\$214.67
LSB	181 North	69th Street	Milwaukee	\$1,195.00	\$59.75	\$45.00	\$55.00	\$1,035.25	\$4,174.00	\$347.83
LSB	5825 N #1	91st Street	Milwaukee	\$850.00	\$42.50	\$45.00	\$55.00	\$707.50	\$6,118.00	\$509.83
LSB	5825 N #2-S	91st Street	Milwaukee	\$500.00	\$25.00	\$45.00	\$55.00	\$375.00		
LSB	5825 N #2-N	91st Street	Milwaukee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
LSB	Layton State Bank		TOTALS	\$21,300.00	\$937.75	\$1,080.00	\$1,295.00	\$17,860.00		\$5,744.92
			RENT		MGNT FEE	WATER/ SEWER	ESTIMATED REPAIRS	NET FIGURE		TAX ESCROW

